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Attorneys for Defendants

BANK OF AMERICA, N.A. and PRLAP, INC.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SARIQUE, ELGIN AND DAISY, individuals,

Plaintiffs,

v.

BANK OF AMERICA, N.A. (A.K.A. BANK
 OF AMERICA HOME LOANS), a
 Corporation, NATIONAL BANK
 ASSOCIATION, a Corporation; PRLAP
 INC., a Corporation; and DOES 1 through 50,
 inclusive,

Defendants.

Case No. 3:11-cv-03641-JCS

**JOINT STIPULATION EXTENDING
 DEFENDANTS' TIME TO RESPOND
 TO COMPLAINT**

[L.R. 6-1(a)]

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STIPULATION

Defendants Bank of America, N.A. and PRLAP, Inc. (“Defendants”), and Plaintiffs Elgin Sarique and Daisy Sarique (“Plaintiffs”), by and through their counsel of record, hereby stipulate and agree as follows:

1. Defendants Bank of America, N.A. and PRLAP, Inc. removed this matter from Santa Clara County Superior Court on July 25, 2011.

2. After removal to federal court, Defendants have seven (7) days to respond to Plaintiffs’ Complaint. However, Plaintiffs and Defendants are in the process of discussing the informal resolution of this matter.

3. In order to continue the current settlement discussions, reduce cost of litigation for both parties, and potentially unburden the Court’s docket, Plaintiffs grant Defendants an extension to respond to their Complaint. Thus, instead of responding to the Complaint on August 1, 2011 (seven days after removal to federal court), the parties agree that Defendants’ time to file and serve their response to the Complaint is extended 15 days.

4. The stipulation will not result in prejudice to any party and its impact on judicial proceedings is not expected to be significant.

5. Nothing in this stipulation shall constitute a waiver of any arguments or defenses that Defendants or Plaintiffs may wish to assert in their pleadings, all of which are expressly reserved.

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2 **IT IS SO STIPULATED.**
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4 Dated: August 1, 2011

LAW OFFICES OF KENNETH GRAHAM

7 By: /s/ Kenneth R. Graham
8 Kenneth R. Graham
9 Attorney for Plaintiffs
ELGIN SARIQUE and DAISY SARIQUE

10 Dated: August 1, 2011

BRYAN CAVE LLP

11 Robert E. Boone
12 Andrea M. Hicks

13 By: /s/ Andrea M. Hicks
14 Andrea M. Hicks
15 Attorneys for Defendants
16 BANK OF AMERICA, N.A. and PRLAP, INC.

17
18 Dated: August 2, 2011

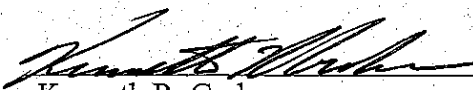


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7 By: 
8 Kenneth R. Graham
9 Attorney for Plaintiffs
ELGIN SARIQUE and DAISY SARIQUE

10 Dated: August 1, 2011

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